

EXHIBIT N

Nelson et al. v. Walsh et al.

Case No. 9:20-cv-00082-DWM

FOURTH AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT ("Fourth Amendment") is entered into effective as of January 23, 2019, by and between **Bonner Property Development, LLC**, a Montana limited liability company ("Landlord"), and **Hyperblock LLC**, a Delaware limited liability company ("Tenant").

Recitals

A. Effective March 1, 2016, Landlord and Project Spokane, LLC entered into that certain Commercial Lease Agreement (the "Lease") for certain real property premises located in the Bonner Mill Site in Bonner, Montana as further described in the Lease. Capitalized terms not otherwise defined herein shall be as defined in the Lease.

B. The original parties executed that certain First Amendment to Commercial Lease Agreement in December 2016, effective January 1, 2017 (the "First Amendment") and that certain Second Amendment to Commercial Lease Agreement dated July 13, 2017, but effective January 1, 2017 (the "Second Amendment").

C. The Lease was assigned to and assumed by Tenant pursuant to that certain Assignment, Assumption and Amendment of Lease executed effective July 10, 2018.

D. Landlord and Tenant executed that certain Third Amendment to Commercial Lease Agreement dated and effective December 13, 2018 (the "Third Amendment"). The First Amendment, Second Amendment and Third Amendment are collectively referred to herein as the "Lease Amendments".

E. As part of certain expansions and improvements Tenant is conducting at the Bonner Mill Site in Bonner, Montana, Landlord has provided certain benefits to Tenant in exchange for which Tenant is agreeable to a modification of the revised description of the "Property" to provide that certain Tenant improvements to the Property are to remain on the Property upon a termination or expiration of the Lease.

F. The parties wish to amend the Lease, as previously modified by the Second Amendment, as set forth in this Fourth Amendment.

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Amendments

Landlord and Tenant agree as follows:

1. Property.

a. Revised Description of "Property". The first paragraph of **Section 1.a.** shall be amended and restated in its entirety to read as follows:

The following premises located within various improvements located within the Bonner Mill Site in the City of Bonner Missoula County, Montana (collectively, the "Property"):

- i. A portion of the total square footage of the "Planer Building" for a total of 234,949 square feet as shown on the site plan attached as **Exhibit A**. The Planer Building in which the Property is located is approximately 300,715 square feet in total.
- ii. A portion of the total square footage of the "Sorter Building" for a total of 9,000 square feet as shown on the site plan attached as **Exhibit B** (the "Property"). The Sorter Building in which the Property is located is approximately 68,000 square feet in total.

Any fixtures and personal property located on or about the Property as of the Lease Commencement Date (defined below) shall be considered part of the Property hereby leased and subject to all terms and conditions hereof. The term "Fixture" shall refer to those items so permanently attached or embedded to as to be considered part of the premises, as defined in Section 70-15-103, MCA. Upon termination or expiration of this Lease for any reason, Tenant shall be entitled to remove from the Property any improvements that Tenant has made to the Property and that are not considered "Fixtures." As used herein the term "Fixture" shall not include unattached personal property, furniture, or trade fixtures of Tenant including those set forth in **Exhibit E-1**, attached hereto and incorporated herein by reference. Furthermore, however, whether or not best legally described as Fixtures, all property relating to electrical supply and distribution shall remain with the Property and become the property of Landlord at the termination of the Lease, including but not limited to the property described in **Exhibit E-2**, attached hereto and incorporated herein by reference.

Landlord acknowledges and agrees that an important inducement to Tenant's agreement to expand the Property leased by Tenant is Landlord's agreement to lend to Tenant \$1,200,000.00 pursuant to the terms of that certain Promissory Note between Landlord as lender and tenant as Borrower, dated December 23, 2016.

land, Landlord shall grant to Tenant an easement for power poles to be located along the river bank, as reflected on **Exhibit B**.

2. Remaining Provisions of Lease. To the extent not modified herein, all remaining provisions of the Lease and Lease Amendments shall remain in full force and effect, and are hereby reaffirmed.

3. Counterparts. This Fourth Amendment may be signed in counterparts and the counterparts assembled into one or more originals. The counterparts shall be deemed delivered to the receiving party upon delivery of the signed counterparts to the receiving party's authorized representative.

IN WITNESS WHEREOF this Fourth Amendment to Lease has been executed effective the date and year first above written.

LANDLORD:

TENANT:

Bonner Property Development, LLC

Hyperblock LLC

By: 

Stephen Nelson, Co-Manager

By: 

Print name: Sean Walsh

Its: Chief Executive Officer

By: 

Michael Boehme, Co-Manager

EXHIBIT E-1

Items not to Remain with Property or be Treated as Fixtures

- All servers
- All network equipment

EXHIBIT E-2

Items to Remain with Property and Landlord Whether or not Fixtures

- All electrical supply and distribution related property of any kind, including but not limited to substations, distribution lines, poles, switching gear, fans, panels, fans, wire, fuse systems
- 5,000 KVA substations with associated switch gear
- 225A distribution panels with main breaker
- 500 KVA transformers 480V to 208V
- 36" Tubeaxial 3HP fans
- 60" Tubeaxial 20Hp fans
- 2500 feet of cable tray
- 2500 feet of pallet racking
- 150,000 feet of 10 gauge wire
- 5 section 15KV fuse disconnect (outdoor)